

B-1

QUINLAN & SADOWSKI, P.C.
ATTORNEYS AT LAW
11 Vanderbilt Avenue
Suite 250
Norwood, MA 02062-5056

TELEPHONE (781) 440-9909

FAX (781) 440-9979

EMAIL: qsatlaw@mindspring.com
equinlan@mindspring.com

FACSIMILE COVER SHEET

DATE: May 21, 2003

TIME: 2:05 PM

TO: Doreen Zankowski, Esq.
Hinckley Allen & Snyder LLP

FAX# : 617-345-9020

FROM: EDWARD J. QUINLAN, Esq. RE: Eastern Contractors/Wetherbee
School/Lawrence

MESSAGE/COMMENTS/INSTRUCTIONS:

.cc: Mr. Ramesh Motwane, Eastern Contractors, Inc.
Mr. Suresh Bhatia, Eastern Contractors, Inc.
Bradford R. Carver, Esq., Cetrulo & Capone LLP 617-217-5200

We are sending a total of 21 pages, including this cover sheet.

If you do not receive all of these pages or if there is any difficulty in transmission, please call (781) 440-9909 and ask for Karen.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

*** ACTIVITY REPORT ***

ST. TIME	CONNECTION TEL/ID	SENDER NAME	NO.	MODE	PGS.	RESULT
05/21 13:06	—	16173459020	0405	TRANSMIT	ECM	21 OK 07'58
05/21 13:14		15083704455	0406	TRANSMIT	ECM	10 OK 03'33
05/21 13:30		7812559996	5724	AUTO RX	ECM	3 OK 01'03
05/21 13:32		16172175200	0407	TRANSMIT	ECM	21 OK 07'32
05/21 13:41		15088799633	0408	TRANSMIT	ECM	21 OK 07'32
05/21 13:48		5088799633	5725	AUTO RX	ECM	1 OK 00'35
05/21 13:55	COHN & DUSSI, LL		0409	B'CAST	ECM	3 OK 01'21
		17814940208				
		15083846586	0409	B'CAST	ECM	3 OK 01'19
05/21 13:57			5726	AUTO RX	ECM	6 OK 01'59
05/21 14:02			5727	AUTO RX	ECM	3 OK 00'51
05/21 14:11	BRACKETT&LUCAS					
		5087999799	5728	AUTO RX	ECM	2 OK 01'03
05/21 14:36		508 384 6586	5729	AUTO RX	ECM	4 OK 01'12
05/21 14:54		617 338 1060	5730	AUTO RX	ECM	2 NG 02'18
05/21 15:00	CORESLAB CT.					2 ##106
		860 283 0165	5731	AUTO RX	ECM	10 OK 04'40
05/21 15:04	CORESLAB CT.					
		860 283 0165	5732	AUTO RX	ECM	10 OK 03'05
05/21 15:12		5084292449	0410	TRANSMIT	ECM	1 OK 00'43
05/21 15:16		19783525209	0411	B'CAST	ECM	2 OK 00'56
05/21 15:23		15083848544	0411	B'CAST	ECM	2 OK 01'36
05/21 15:24	CIVITARESE					
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05/21 15:39	CORESLAB CT.					
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05/21 15:56	BRACKETT&LUCAS					
		150837999799	5733	AUTO RX	ECM	1 OK 00'32
05/21 15:57		781 767 3358	0414	TRANSMIT	ECM	4 OK 01'38
05/21 16:05		17813445277	5734	AUTO RX	ECM	1 OK 00'41
05/22 07:45		604 270 2656	5735	AUTO RX	ECM	11 OK 03'20
05/22 09:36	ST Griswold & Co					
		802 658 6869	5736	AUTO RX	ECM	5 OK 01'40
05/22 09:43		978 452 3796	0415	B'CAST	ECM	4 OK 01'32
05/22 09:45	BOND CLAIMS					
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05/22 09:47		16172175200	0415	B'CAST	ECM	4 OK 01'27
05/22 09:53		15088799633	0416	TRANSMIT	ECM	0 NG 00'00
05/22 09:59		15083846586				0 #018
05/22 10:02	BOND CLAIMS					
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05/22 10:06		16172175200	0417	B'CAST	ECM	9 OK 03'35
05/22 10:14		15088799633	0417	B'CAST	ECM	9 OK 03'36
05/22 10:31	BOND CLAIMS					
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05/22 10:49		16172175200	0420	TRANSMIT	ECM	22 OK 08'39
05/22 10:58		15083846586	0419	TRANSMIT	ECM	3 OK 01'23
05/22 11:03		15088799633	0421	TRANSMIT	ECM	22 OK 08'41
05/22 12:01	BOND CLAIMS					
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05/22 12:02		16172175200	0422	B'CAST	ECM	3 OK 01'13
05/22 12:04		15088799633	0422	B'CAST	ECM	3 OK 01'15

QUINLAN & SADOWSKI, P.C.

ATTORNEYS AT LAW

11 Vanderbilt Avenue
Norwood, Massachusetts 02062-5056
(781) 426-9909 Fax (781) 440-9979

May 21, 2003

VIA FAX 617-345-9020 AND MAIL

Doreen Zankowski, Esq.
Hinckley Allen & Snyder LLP
28 State Street
Boston, MA 02109-1775

RE: EASTERN CONTRACTORS, INC. - NEW WETHERBEE ELEMENTARY
& MIDDLE SCHOOL PROJECT, LAWRENCE, MA

Dear Attorney Zankowski:

This is to confirm our scheduled meeting for next week, May 29, 2003 at 11:30 a.m. approximately at your offices. As I explained, I have a case management/settlement conference in a pending matter scheduled for that morning, however, I do not anticipate the session with the court running more than an hour or so.

We have been attempting to resolve the outstanding issues concerning the proposed change order including the agreed-upon time extension which was the subject of a special job meeting held in March of 2002. If the Architect has furnished you with a proposed draft of such change order document, it would be helpful if you could fax me a copy in advance of the meeting.

As I mentioned, another reason for my call was a courtesy to advise of a claim submission which Eastern has received from S & R Construction purporting to set forth a claim seeking an adjustment in the unit price for ledge. Eastern is transmitting this claim (which I am led to believe may have been previously discussed and/or identified as work was ongoing) in fulfillment of its obligation to notify the project Owner of such claims. Eastern does not endorse this claim nor does it offer any comments thereon.

As you know, S & R was defaulted on the Wetherbee project, and Eastern has been making substantial efforts through a subcontractor hired directly by Eastern on a time and materials basis to complete the work which was abandoned by S & R Construction. It is my understanding that the substitute site subcontractor has been working diligently, and (based upon the lack of complaints which have come to my attention) I understand that reasonably satisfactory progress is being made despite the difficult winter and the unanticipated failure of S & R. Eastern did obtain a bond from S & R on this project and we will continue to deal with the bonding Company, however, that surety has been notified that this project is a priority and that Eastern insists upon continuing performance while the surety issues are investigated and resolved.

Page 2

Eastern/Lawrence

May 21, 2003

You mentioned that the substitute site subcontractor may have been requesting the Owner's project representatives to sign time and material slips or raising questions about work necessary to correct incomplete or improperly performed work of S & R to be treated as extra work. I will inquire with the project personnel, however, it would be my understanding that work strictly corrective of work previously performed by S & R would not involve a change of scope and it may very well be that this completing site subcontractor is referencing extra work in the context of its undertakings and agreements with Eastern. In that same vein, to the best of my knowledge, there are no major claims which are being prepared or proposed to be submitted to the project owner at the Wetherbee Project. I will check further since I do not have actual working knowledge on a day-to-day basis of any cumulative claims, and if I find out any contrary information, I will advise you accordingly. It has been Eastern's intention to work in a cooperative fashion with the project owner and bring this challenging project to a conclusion.

You mentioned that there are no liquidated damages provisions in the contract, but in the alternative actual damages for exceeding the contract time remain as a possibility. If there are such claims being considered, it would be helpful if Eastern could be furnished with information concerning the same hopefully in advance of our meeting to at least open the subject for discussion.

If you have any additional questions, I will be happy to respond and look forward to seeing you next Thursday.

Very truly yours,



Edward J. Quinlan

EJQ/khj

cc: Mr. Ramesh Motwane, Eastern Contractors, Inc.
Mr. Suresh Bhatia, Eastern Contractors, Inc.
Bradford R. Carver, Esq., Cetrulo & Capone LLP

Page 2

Eastern/Lawrence

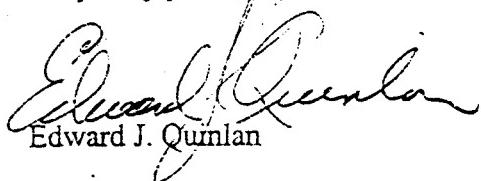
May 21, 2003

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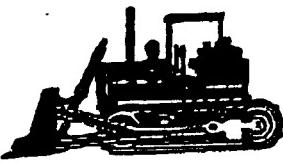
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Very truly yours,


Edward J. Quinlan

EJQ/khj

cc: Mr. Ramesh Motwane, Eastern Contractors, Inc.
Mr. Suresh Bhatia, Eastern Contractors, Inc.
Bradford R. Carver, Esq., Cetrulo & Capone LLP



S & R Construction Co., Inc.

60 Dyerville Avenue
Johnston, Rhode Island 02919
Telephone: (401) 831-6337 Fax: (401) 276-7031



March 31, 2003

Certified Mail No. 1002 0860 0002 1945 3070

Suresh Bhaita
Eastern Contractors, Inc.
New Wetherbee School
75 Newton Street
Lawrence, MA 01841

Subject: S&R Construction Co. Inc. Claim for Additional Ledge Removal
Reference: S&R Letters dated 3/18/02, 12/5/02, and 12/30/02

RECEIVED

APR 15 2003

SURETY CLAIM

Dear Suresh:

To date S&R Construction has not received a response from Eastern Contractors in reference to the above referenced letters regarding the re-negotiation of excess ledge removal at the Wetherbee School in Lawrence Massachusetts.

S&R had requested and is entitled to re-negotiate this change to the S&R Contract under the terms and conditions of MGL.

The above referenced letters define the basis of our claim which addresses the method of ledge removal and excess quantities encountered and not indicated in the Contract Documents.

Eastern Contractors Inc. has ignored S&R's several requests throughout the Project for re-negotiation of the excess ledge removal therefore placing a severe financial burden on S&R Construction Co. Inc.

By the actions of Eastern Contractors Inc. in not providing S&R Construction the right to seek an equitable adjustment in the contract price under MGL, ECI has prevented S&R Construction from completing it's Contractual obligations on the Wetherbee Project.

S&R Construction Co. Inc. has worked in good faith throughout the Wetherbee Project to comply with the terms and conditions of the ECI/S&R Contract.

Please be advised that this correspondence shall serve as the S&R Construction Co. Inc. claim for and not limited to compensation for ledge removal cost against Eastern Contractors Inc. in the amount of \$2,574,335.92.

Very Truly Yours:

S&R CONSTRUCTION CO., INC.

A handwritten signature in black ink, appearing to read "Rocco Izzo".

Rocco Izzo
Vice President

Cc: St. Paul Surety / UNITED STATES FIDELITY + GUARANTY CO.
Enclosures: S&R Letters dated 3/18/02, 12/5/02, 12/30/02
CERT. MAIL NO: 1002 0860 0002 1945 3070

RECEIVED

APR 04 2003

ST. PAUL SURETY

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A712

Performance Bond

Bond # SKG772

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Eastern Contractors, Inc.
571 Union Avenue,
Framingham, MA

SURETY (Name and Principal Place of Business):

United States Fidelity and Guaranty Company
Franklin Oaks Office Park
124 Grove Street,
Franklin, MA 02058

OWNER (Name and Address):

City of Lawrence
Lawrence City Hall, 200 Common Street
Lawrence, MA 01841

CONSTRUCTION CONTRACT

Date: 27th day of June, 2001

Amount: TWENTY-ONE MILLION FOUR HUNDRED SIXTY THOUSAND THREE HUNDRED AND NO/IGTHHS Dollars

Description (Name and Location): New Wetherbee Elementary and Middle School, Lawrence

BOND

Date (Not earlier than Construction Contract Date): 27th day of June, 2001

Amount: TWENTY-ONE MILLION FOUR HUNDRED SIXTY THOUSAND THREE HUNDRED AND NO/IGTHHS Dollars

Modifications to this Bond:

 None See Page 3

CONTRACTOR AS PRINCIPAL

Company:

Eastern Contractors, Inc.

(Corporate Seal)

Signature: [Signature]

Name and Title:

RAMESH K MOTWANE, PRESIDENT

(Any additional signatures appear on page 3)

SURETY

Company:

United States Fidelity and Guaranty Company

(Corporate Seal)

Signature: [Signature]

Name and Title:

Marie Ferguson

Attorney-In-Fact

FOR INFORMATION ONLY—Name, Address and Telephone!

AGENT OR BROKER:

Durkin Devries & Pizzi Insurance Agency, LLC
270 Littleton Road Suite 32
P.O. Box 770, Westford, Massachusetts 01886
(978)693-7667

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference;
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - .2 Deniability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price in mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refused or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety: the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

Eastera Contractors, Inc.

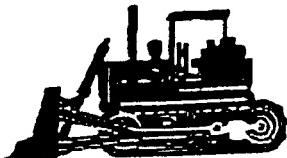
Signature: Ramesh K. Motwane
Name and Title: RAMESH K. MOTWANE, PRESIDENT
Address:

SURETY
Company:

(Corporate Seal)

United States Fidelity and Guaranty Company

Signature: Marie Mengham
Name and Title: Marie Mengham, Attorney-In-Fact
Address: 270 Littleton Road, P. O. Box 770
Weston, Ma. 01886



S & R Construction Co., Inc.

60 Dyerville Avenue
Johnston, Rhode Island 02919
Telephone: (401) 831-6337 Fax: (401) 276-7031



FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
DANTE CORNELIO	STEVE RODI
COMPANY:	DATE:
EASTERN CONTRACTORS	11/19/02
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
978-683-7439	5
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
978-686-8370	
RE:	YOUR REFERENCE NUMBER:
WETHERBEE SCHOOL	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

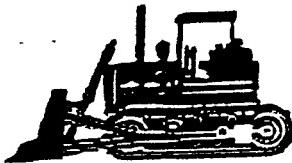
NOTES/COMMENTS:

DANTE:

THE ATTACHED REPLACES THE LETTER SENT ON FRIDAY SEEKING RENEgotiation OF
LEDGE PRICING. PLEASE REVIEW AND CALL WITH ANY QUESTIONS.

THANK-YOU
STEVE RODI

RECEIVED
APR 04 2003
ST PAUL SURETY



S & R Construction Co., Inc.

60 Dyerville Avenue
Johnston, Rhode Island 02919
Telephone: (401) 831-6337 Fax: (401) 276-7031



November 18, 2002

Dante Cornelio
Eastern Contractors, Inc.
571 Union Avenue
Framingham, MA 01702

SENT VIA FAX AND U S MAIL

Re: Wetherbee School, Lawrence, MA
LEDGE/ ROCK REMOVAL (revised 11/18/02)

Dear Dante:

Please be informed that S&R cannot accept the unit price set forth for ledge removal at the above-mentioned project. The unit price set forth, if accepted would place great financial strain on S&R Construction. S&R will seek to be reimbursed for the cost to remove the ledge at a fair and reasonable market price. We will also seek additional reimbursement for the original 3,000 cubic yards of open ledge. Also note, the contract ledge quantities included fill replacement at the areas of displaced fractured ledge. The additional ledge quantities did not include fill replacement for the displaced ledge. We will seek to be reimbursed for all additional fill required to infill the displaced ledge. We base this request on the following facts.

1. The unit price set forth addresses the ledge in question to be blasted. Because of the proximity of the ledge in relation to the building as well as other contributing factors and historical guidelines the ledge needed to be removed by mechanical methods. A unit price for removal by mechanical means is not addressed in the project manual.
2. The quantity of ledge encountered exceeds the amount carried by more than three times. The contract allows for renegotiation of unit prices that exceed the anticipated quantities by over twenty percent.

Based on the above facts S&R will seek to be compensated as follows:

Additional ledge encountered to date. 5,766.32 cubic yards @ market value of \$275.00 per yard =	\$1,585,738.00
Contract open ledge encountered and removed. 3,000 cubic yards @ \$275.00 per yard =	\$ 825,000.00
Fill replacement requirements for additional quantities 5,766.32 @ \$20.00 per cubic yard =	\$ 115,326.40
Less prior ledge requisitioned	\$ (313,313.14)
Plus 15% profit and overhead on additional amounts over contract	\$ 361,584.66

ADDITIONAL REIMBURSEMENT REQUIREMENT

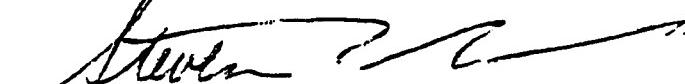
\$2,574,335.92

Also note, no time extension was granted for the additional time and delays caused beyond our control. We will require a project extension for the time required as per the signed daily work orders pertaining to all additional work over and above the work listed under the base contract. Overtime charges also pertain and have not been added to this request. S&R is entitled to be reimbursed for overtime requirements as a result of this additional work.

This matter has caused great financial strain on S&R Construction. We request this matter be given immediate attention to avoid further project delays.

Sincerely:

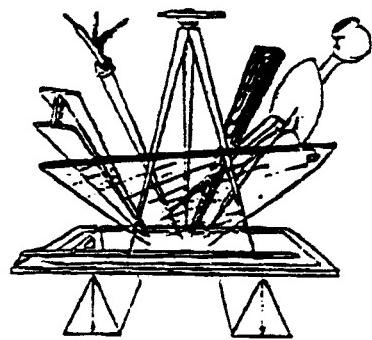
S&R CONSTRUCTION CO., INC.


Steven L. Rodi
Senior Project Manager

CC: Rocco Izzo

Enclosures (market value pricing) (spreadsheet itemizing cost)

Architects Contractors Engineers

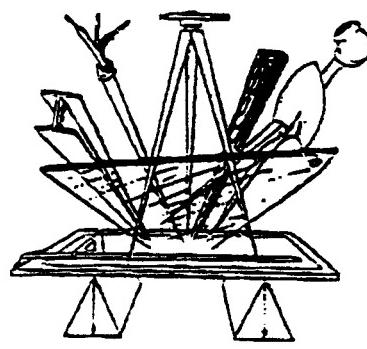


Guide To Construction COSTS

XXXIII

2002

Architects Contractors Engineers



Guide To Construction COSTS

XXXIII

2002

DIVISION #2 - SITWORK & DEMOLITION

0202.0	EARTHWORK (Op. Eng., Truck Driver & Lab.)				
.1	GRADING				
	Machine	<u>UNIT</u>	<u>(1) COST</u>	<u>UNIT</u>	<u>(1) COST</u>
	Strip Top Soil - 4"	CuYd	5.00	SqYd	.55
	Spread Top Soil				
	4" Site Borrow	CuYd	5.45	SqYd	.60
	Off-Site Borrow (\$12 CuYd)	CuYd	19.50	SqYd	2.20
	Rough Grading - Cut and Fill	<u>UNIT</u>	<u>(1) SOFT</u>	<u>(1) MED.</u>	<u>(1) HARD</u>
	Dozer - To 200'	CuYd	3.30	3.55	4.20
	To 500'	CuYd	3.70	5.30	6.60
	Scraper - Self Propelled - To 500'	CuYd	2.95	3.30	3.85
	To 1,000'	CuYd	3.75	4.40	5.20
	Grader - To 200'	CuYd	3.25	3.80	5.50
	Add for Compaction (See 0202.4)				
	Add for Hauling Away (See 0202.5)				
	Add for Truck Haul on Site	CuYd	2.55	-	-
	Add for Borrow Brought In				
	Loose Fill - 2.75 Ton	CuYd	10.40	-	-
	Crushed Stone - 5.30 Ton	CuYd	13.75	-	-
	Gravel - 4.10 Ton	CuYd	12.00	-	-
	Hand and Machine		<u>HAND</u>		
	Fine Grading - 4" Fill - Site	<u>UNIT</u>	<u>LABOR</u>	<u>MACHINE</u>	
		CuYd	10.80	5.20	
		or SqFt	.14	.07	
	4" Fill - Building	CuYd	20.00	9.60	
		or SqFt	.25	.12	
.2	EXCAVATION - Dig & Cast or Load (No Hauling)				
	Soil				
	Open - Soft (Sand) w/Backhoe or Shovel	CuYd	19.60	3.20	
	Medium (Clay)	CuYd	27.75	3.95	
	Hard	CuYd	43.20	5.50	
	Add for Clamshell or Dragline	CuYd	-	1.25	
	Deduct for Front End Loader	CuYd	-	1.05	
	Deduct for Dozer	CuYd	-	.27	
	Trench or Pocket - Soft w/Backhoe or Shovel	CuYd	22.50	4.70	
	Medium	CuYd	28.70	6.10	
	Hard	CuYd	41.30	7.40	
	Add for Clamshell or Dragline	CuYd	-	1.15	
	Augered - 12" diameter	CuYd	47.40	9.00	
	24" diameter	CuYd	36.20	6.10	
	Add for Frost	CuYd	-	7.20	
	Rock - Soft - Dozer	CuYd	-	31.00	
	Hammer	CuYd	-	77.00	
	Medium - Blast	CuYd	-	93.00	
	Hammer	CuYd	-	160.00	
	Hard - Blast	CuYd	-	205.00	
	Hammer	CuYd	-	275.00	
	Swamp	CuYd	-	8.90	
	Underwater	CuYd	-	11.50	
.3	BACKFILL (Not Compacted and Site Borrow)				
	Add for Off-Site Borrow	CuYd	10.05	2.50	
		CuYd	-	10.35	

Add to All Above for Mobilization Average

5%

Machine and Operators

3000 cubic yards open ledge (contract)	billed to date	\$ 115,500.00
650 cubic yards trench ledge @ \$45.00	billed to date	\$ 25,763.40
change order #1 1515.12 cubic yards	billed to date	\$ 58,332.00
change order #3 734 cy	billed to date	\$ 2,023.34
change order #5 173 cy	billed to date	\$ 6,687.00
change order #8 2531.60	billed to date	\$ 97,467.00
trench ledge 291.23	billed to date	-
trench ledge 74.25	billed to date	\$ 3,341.00
trench ledge 354.14	billed to date	-
trench ledge 93.32	billed to date	\$ 4,199.40
TOTAL BILLED TO DATE		\$ 313,313.14
<u>CALCULATION OF 15% PROFIT</u>		
5766.32 cy @ 275.00	1,585,728.00	237,860.70
3000 cy @ 236.50	709,500	\$ 106,425.00
5766.32 @ 20.00	115,326.00	\$ 17,298.96
TOTAL PROFIT AND OVERHEAD ON ADDITIONAL COST		\$ 361,584.66

HP Fax K1220xi

**Log for
S&R Construction
4012767031
Nov 19 2002 9:08am**

last 30 Transactions

Date	Time	Type	Identification	Duration	Pages	Result
Nov 14	5:24pm	Received		0:38	0	No fax
Nov 14	7:24pm	Received		0:38	0	No fax
Nov 14	8:27pm	Received		0:38	0	No fax
Nov 15	7:40am	Fax Sent	19786837439	0:37	1	OK
Nov 15	8:11am	Fax Sent	17817371550	1:15	2	OK
Nov 15	8:30am	Received		0:38	0	No fax
Nov 15	10:54am	Fax Sent	14135627010	0:24	1	OK
Nov 15	10:56am	Fax Sent	17819351888	0:49	2	OK
Nov 15	11:30am	Received		0:38	0	No fax
Nov 15	2:08pm	Received		0:38	0	No fax
Nov 15	6:13pm	Received		0:38	0	No fax
Nov 16	9:26am	Received		0:38	0	No fax
Nov 16	10:58am	Received		0:38	0	No fax
Nov 18	7:34am	Fax Sent	16179690505	0:37	0	Error 386
Nov 18	7:36am	Fax Sent	16179690505	0:31	1	OK
Nov 18	8:31am	Received	978 443 6036	0:50	2	OK
Nov 18	9:02am	Received		1:16	4	OK
Nov 18	9:10am	Received	7703474	0:41	3	OK
Nov 18	10:42am	Fax Sent	19786837439	0:56	1	OK
Nov 18	11:33am	Fax Sent	19784436036	0:23	1	OK
Nov 18	11:33am	Fax Sent	17813564553	0:34	1	OK
Nov 18	11:35am	Fax Sent	9447360	0:36	1	OK
Nov 18	1:31pm	Fax Sent	15088799633	0:21	1	OK
Nov 18	1:37pm	Received	978 443 6036	1:38	8	OK
Nov 18	4:19pm	Received	Public Works Supply	1:59	3	OK
Nov 18	5:17pm	Received	7388282	0:44	1	OK
Nov 19	7:45am	Received		0:50	1	OK
Nov 19	8:48am	Fax Sent	19786837439	2:40	5	OK
Nov 19	9:02am	Fax Sent	19787740374	0:29	1	OK
Nov 19	9:04am	Fax Sent	15088799633	1:50	5	OK



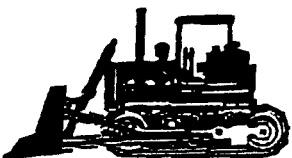
S & R Construction, Co., Inc.

60 DYERVILLE AVENUE
JOINTON, RI 02919

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U.S. POSTAGE
192 6050900.370 NOV 19 02
5425 MAILED FROM ZIP CODE 02919

Dante Cornelio
Eastern Contractors, Inc.
571 Union Avenue
Ferndale, MA

01702 - 5855



S & R Construction Co., Inc.

60 Dyerville Avenue
Johnston, Rhode Island 02919
Telephone: (401) 831-6337 Fax: (401) 276-7031



December 5, 2002

Suresh Bhatia
Eastern Contractors, Inc.
571 Union Avenue
Framingham, MA 01702

SENT VIA FAX AND U S MAIL

Re: Wetherbee School, Lawrence, MA
ADDITIONAL LEDGE QUANTITIES ENCOUNTERED

Dear Suresh:

Additional ledge has been removed by mechanical means. This ledge quantity will be billed at the price set forth of \$38.50 per cubic yard. We will add this quantity to our claim seeking additional reimbursement as stated in prior correspondence. The additional ledge removed as per attached slip No. 457 is 402 cubic yards. This will be billed on December's requisition. (\$15,477.00) The balance of the cost \$236.50 @ 402 cubic yards totaling \$95,073.00 will be added to our claim. As per our conversation of this week you were going to prepare a package in regards to this ledge claim. Please forward that package at your earliest convenience.

Sincerely:

S&R CONSTRUCTION CO., INC.

A handwritten signature in black ink, appearing to read "Steven" followed by a stylized surname.

Steven L. Rodi
Senior Project Manager

CC: Rocco Izzo
Dante Cornelio

RECEIVED
APR 04 2003
ST. PAUL SURETY

OB INVOICE —
& R CONSTRUCTION CO., INC.

60 DYERVILLE AVENUE
JOHNSTON, R.I. 02919
401-831-6337 • 401-831-6338

Nº 457

ESS C I
75 Newton street
Lawrence Ma.

ORDERED BY

ORDERED

COMPLETED

1. CUSTOMER APPROVAL
SIGNATURE _____

for dry season
John Kellish

וְאַתָּה תִּשְׁמַח תְּמִימָה

DATE ORDERED <u>12-3-2002</u>	ORDER TAKEN BY <u>Mac 4976</u>
PHONE NO.	CUSTOMER ORDER NO.
JOB LOCATION <u>Walker Rd</u>	<u>Ward 1</u> AUTO. N/C -
JOB PHONE	STARTING DATE <u>10/31/02</u>
TERMS	

TOTAL LABOR	
TOTAL MATERIALS	
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	



S & R Construction, Co., Inc.

60 DYERVILLE AVENUE
JOHNSTON, RI 02919

**
111 P B 9 5 7 0 4 9 4
4 0 9 0 \$ 0 0 . 3 7 0 D E C 0 5 0 2
5 5 1 3 MAILED FROM ZIP CODE 0 2 9 1 0

SURESH BHATIA
EASTERN CONTRACTORS, INC.
571 UNION AVENUE
Framingham, MA 01702

S & R Construction Co., Inc.
60 Dyerville Avenue
Johnston, RI 02919

TEL: (401) 831-6337

FAX: (401) 831-1057

ESTIMATING FAX: (401) 276-7031

FAX COVER SHEET

DATE: 12-30-02

TO: Eastern Contractor

ATTN: DANTO CORLEONE / SURESH BHATIA

FROM: Roger Tizzi

RE: VJ's 1000 Gage - Estimate

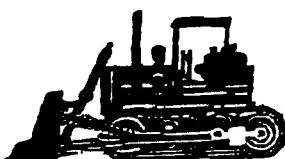
Transmission of [] pages, including this page.

[] Original copy being mailed as back up

[] Fax only

MESSAGE:

RECEIVED
APR 04 2003
ST. PAUL SURETY



S & R Construction Co., Inc.

60 Dyerville Avenue
Johnston, Rhode Island 02919
Telephone: (401) 831-6337 Fax: (401) 276-7031



December 30, 2002

Dante Cornelio
Juresh Bhatia
Eastern Contractors, Inc.
71 Union Avenue
Wrentham, MA 01702

SENT VIA FAX AND U S MAIL

To: Wetherbee School, Lawrence, MA
EDGE/ ROCK REMOVAL

Dear Dante:

Several attempts have been made to re-negotiate the rock/ledge unit price. As stated in prior correspondence, severe financial strain has been placed onto S&R from this matter. It would appear the city has ignored our request to renegotiate the unit pricing as per Massachusetts general law. We have no choice but to move forward to collect 100% of the monies that are clearly due to S&R.

Very Truly Yours:

S & R CONSTRUCTION CO., INC.

A handwritten signature in black ink, appearing to read "Franco Izzo".

Franco Izzo
ce President/ Treasurer

147
5 PM, 10/06/2006
6000600, 370 DEC 30 02
5606 MAILED FROM ZIP CODE 02919

DANTE CORNELIO
SURESH BHATIA
EASTERN CONTRACTORS, INC
571 UNION AVENUE
FRAMINGHAM, MA 01702

HP Fax K1220xi

**Log for
S&R Construction
4012767031
Dec 30 2002 2:07pm**

Last Transaction

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Dec 30	2:03pm	Fax Sent	15088799633	0:20	1	OK

QUINLAN & SADOWSKI, P.C.
ATTORNEYS AT LAW
11 Vanderbilt Avenue
Suite 250
Norwood, MA 02062-5056

TELEPHONE (781) 440-9909

FAX (781) 440-9979

EMAIL: qsatlaw@mindspring.com
equinlan@mindspring.com

FACSIMILE COVER SHEET

DATE: May 21, 2003

TIME: 2105 PM

TO: Doreen Zankowski, Esq. FAX# : 617-345-9020
Hinckley Allen & Snyder LLP

FROM: EDWARD J. QUINLAN, Esq. RE: Eastern Contractors/Wetherbee
School/Lawrence

MESSAGE/COMMENTS/INSTRUCTIONS:

cc: Mr. Ramesh Motwane, Eastern Contractors, Inc.
Mr. Suresh Bhatia, Eastern Contractors, Inc.
Bradford R. Carver, Esq., Cetrulo & Capone LLP 617-217-5200

We are sending a total of 21 pages, including this cover sheet.

If you do not receive all of these pages or if there is any difficulty in transmission, please call (781) 440-9909 and ask for Karen.

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THE ST. PAUL
1801 SMITH AVENUE
BALTIMORE, MARYLAND 21209

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Edward J. Quinlan, Esq.	Robert V. Miller
COMPANY:	DATE:
Quinlan & Sadowski, PC	04/15/2003
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
781-440-9979	
PHONE NUMBER:	PHONE NUMBER:
	(410) 578-2036
R.E.:	REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

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